



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

from that cause, the father is not only morally but legally responsible for the damage done. Citing *Hoverson v. Noker*, 60 Wis. 511 (19 N. W. 382).

---

RAILROADS.—A person crossing a railroad track from a station to a platform to take a train for which he has a ticket is held, in *Young v. New York, N. H. & H. R. Co.* (Mass.), 41 L. R. A. 193, to be within the statutory provision as to liability to passengers.

Favoritism to high officials, large shippers or powerful politicians, is held illegal under the North Carolina statutes, in *State v. Southern R. Co.* (N. C.), 41 L. R. A. 246, and the possible advantage to the railroad company from the goodwill of such persons is held insufficient to justify a discrimination in their favor.

Samples of merchandise carried by a travelling salesman are held, in *Kansas City, P. & G. R. Co. v. State* (Ark.), 41 L. R. A. 333, not to be baggage within a statute regulating charges on excess baggage.

A statute limiting the fare to be charged by a street railway company is sustained in *Indianapolis v. Navin* (Ind.), 41 L. R. A. 337, provided the rates are not so low as to amount to a confiscation of property or a taking of it without compensation or due process of law.

The blindness of a person is held, in *Zackery v. Mobile & O. R. Co.* (Miss.), 41 L. R. A. 385, to be insufficient ground for refusing to take him as a passenger, if he is competent to travel alone.

A State statute providing for separate, but equal, accommodations for white and colored persons on railroads, is upheld in *Smith v. State* (Tenn.), 41 L. R. A. 432, as a valid police regulation and applicable to interstate travel.

---

PUNCTUATION OF STATUTES.—The rule that the punctuation of a statute must give way to its evident meaning—or, as it is sometimes loosely expressed, “punctuation is no part of a statute”—is illustrated by the recent case of *Leete v. Pacific, etc. Co.*, 89 Fed. 480. The statute was as follows—the new punctuation by the court being shown in parentheses: “Interest shall be allowed at the rate of seven per centum per annum, for all moneys after they become due on any bond, bill, or promissory note, or other instrument of writing, (;) on any judgment recovered before any court in this State (;) for money lent, for money due on the settlement of accounts from the day on which the balance is ascertained,” etc.

As originally punctuated, no interest was allowed on “money lent” until a judgment was recovered—the omission of any punctuation making the clause read “on any judgment . . . for money lent.” As the court said, there was no reason or justice in allowing interest on money due by written contract, and not on money due by oral contract, and such was evidently not the intention of the legislature. On looking to the California statute, from which the Nevada statute under consideration was copied, it was found that the punctuation had been altered in the reproduction, thus altering the sense. The court accordingly re-punctuated it to conform to the original.

On the subject of punctuation of statutes and other instruments, see *Ewing v. Burnett*, 11 Pet. 41; *Hammock v. Insurance Co.*, 105 U. S. 77; *U. S. v. Lacher*, 134 U. S. 624; *U. S. v. Ambrose*, 2 Fed. 764; *Wilson v. Spalding*, 19 Fed. 304; 45 Cent. L. J. 229.